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8 **UNITED STATES DISTRICT COURT**
9 **FOR THE CENTRAL DISTRICT**
10 **OF CALIFORNIA**

11 BRAVADO INTERNATIONAL GROUP
12 MERCHANDISING SERVICES, INC.,
13 and ZION ROOTSWEAR, LLC,

14 Plaintiffs,

15 v.

16 MLTD, INC., ODD SOX, LLC, AHMAD
17 AKAR, RAVENITE, LLC d/b/a SSUR,
18 LAWRENCE KSIDO, RUSLAN
19 KARABLIN a/k/a RUSS KARABLIN,
20 BLACK MARKET USA, LONG TRAN,
21 MONEY MATTERS NYC, INC.,
22 EDWARD GRAYVER, FOURTH DTSA
23 d/b/a FOURTHONLINE.COM, CHRIS
24 NGO, THIRD ESTATE, LLC d/b/a
25 DOPE CLOTHING, MATTHEW
26 FIELDS, EPOD AMERICA, LLC,
27 ACAPULCO GOLD, LLC, AGUSTIN
28 GALAN, VINTAGE BLEACH, LLC,
CHRISTOPHER WASHINGTON,
DALIA KAISSI and KARIS DOWE,

Defendants.

CIVIL ACTION NO.
2-17-CV-04058-TJH-JEM

[PROPOSED] PROTECTIVE
ORDER

1 The attorneys for the Parties in the above-referenced action having stipulated
2 for entry of a protective order in the form set forth below;

3 IT IS HEREBY ORDERED THAT:

4
5 1. A. PURPOSES AND LIMITATIONS

6 Discovery in this action is likely to involve production of confidential
7 proprietary, or private information for which special protection from public
8 disclosure and from use for any purpose other than prosecuting this litigation may
9 be warranted. Accordingly, the Parties hereby stipulate to and petition the Court to
10 enter the following Stipulated Protective Order. The Parties acknowledge that this
11 Order does not confer blanket protections on all disclosures or responses to
12 discovery and that the protection it affords from public disclosure and use extends
13 only to the limited information or items that are entitled to confidential treatment
14 under the applicable legal principles. The Parties further acknowledge, as set forth
15 in Section 12.3 below, that this Stipulated Protective Order does not entitle them to
16 file confidential information under seal; Civil Local Rule 79-5 sets forth the
17 procedures that must be followed and the standards that will be applied when a party
18 seeks permission from the court to file material under seal.

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20 B. GOOD CAUSE STATEMENT

21 This action is alleged to involve trade secrets, licensing agreements, customer
22 and pricing lists and other valuable research, development, commercial, financial,
23 technical, and/or proprietary information for which special protection from public
24 disclosure and from use for any purpose other than prosecution of this action is
25 warranted. Such confidential and proprietary materials and information consist of,
26 among other things, confidential business or financial information, information
27 regarding confidential business practices or other confidential research,
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1 development, or commercial information (including information implicating privacy
2 rights of third parties), information otherwise generally unavailable to the public, or
3 which may be privileged or otherwise protected from disclosure under state or
4 federal statutes, court rules, case decisions, or common law. Accordingly, to
5 expedite the flow of discovery materials, to adequately protect information the
6 parties are entitled to keep confidential, to ensure that the parties are permitted
7 reasonable necessary uses of such material in preparation for and in the conduct of
8 trial, to address their handling at the end of the litigation, and serve the ends of
9 justice, a protective order for such information is justified in this matter. It is the
10 intent of the parties that information will not be designated as confidential for
11 tactical reasons and that nothing be so designated without a good faith belief that it
12 has been maintained in a confidential non-public manner, and there is good cause
13 why it should not be part of the public record of this case.

14
15 2. DEFINITIONS

16 2.1 Action: Bravado International Group Merchandising Services, Inc. v.
17 MLTD, Inc. et al, Civil Action 2-17-CV-04058-TJH-JEM.

18 2.2 Challenging Party: a Party or Non-Party that challenges the designation
19 of information or items under this Order.

20 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
21 how it is generated, stored or maintained) or tangible things that qualify for
22 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
23 the Good Cause Statement.

24 2.4 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
25 Information or Items: extremely sensitive “Confidential Information or Items,”
26 disclosure of which to another Party or Non-Party would create a substantial risk of
27 serious harm that could not be avoided by less restrictive means.
28

1 2.5 Counsel: Outside Counsel of Record and In-House Counsel (as well as
2 their support staff).

3 2.6 Designating Party: a Party or Non-Party that designates information or
4 items that it produces in disclosures or in responses to discovery as
5 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL ATTORNEYS’ EYES
6 ONLY.”

7 2.7 Disclosure or Discovery Material: all items or information, regardless
8 of the medium or manner in which it is generated, stored or maintained (including,
9 among other things, testimony, transcripts, and tangible things) that are produced or
10 generated in disclosures or responses to discovery in this matter.

11 2.8 Expert: a person with specialized knowledge or experience in a matter
12 pertinent to the litigation who has been retained by a Party or its counsel to serve as
13 an expert witness or as a consultant in this Action.

14 2.9 In-House Counsel: attorneys who are employees of a party to this
15 Action. In-House Counsel does not include Outside Counsel of Record or any other
16 outside counsel.

17 2.10 Non-Party: any natural person, partnership, corporation, association or
18 other legal entity not named as a Party to this action.

19 2.11 Outside Counsel of Record: attorneys who are not employees of a party
20 to this Action but are retained to represent or advise a party to this Action and have
21 appeared in this Action on behalf of that party or are affiliated with a law firm which
22 has appeared on behalf of that party, and includes support staff.

23 2.12 Party: any party to this Action, including all of its officers, directors,
24 employees, consultants, retained experts and Outside Counsel of Record (and their
25 support staffs).

26 2.13 Producing Party: a Party or Non-Party that produces Disclosure or
27 Discovery Material in this Action.
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1 2.14 Professional Vendors: persons or entities that provide litigation support
2 services (e.g., photocopying, videotaping, translating, preparing exhibits or
3 demonstrations and organizing, storing, or retrieving data in any form or medium)
4 and their employees and subcontractors.

5 2.15 Protected Material: any Disclosure or Discovery Material that is
6 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL -
7 ATTORNEYS’ EYES ONLY.”

8 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material
9 from a Producing Party.

10 11 3. SCOPE

12 The protections conferred by this Stipulation and Order cover not only
13 Protected Material (as defined above), but also (1) any information copied or
14 extracted from Protected Material; (2) all copies, excerpts, summaries or
15 compilations of Protected Material; and (3) any testimony, conversations or
16 presentations by Parties or their Counsel that might reveal Protected Material.

17 Any use of Protected Material at trial shall be governed by the orders of
18 the trial judge. This Order does not govern the use of Protected Material at trial.

19 20 4. DURATION

21 Even after final disposition of this litigation, the confidentiality obligations
22 imposed by this Order shall remain in effect until a Designating Party agrees
23 otherwise in writing or a court order otherwise directs. Final disposition shall be
24 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with
25 or without prejudice; and (2) final judgment herein after completion and exhaustion
26 of all appeals, rehearings, remands, trial, or reviews of this Action, including the
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1 time limits for filing any motions or applications for extension of time pursuant to
2 applicable law.

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4 5. DESIGNATING PROTECTED MATERIAL

5 5.1 Exercise of Restraint and Care in Designating Material for Protection

6 Each Party or Non-Party that designates information or items for protection
7 under this Order must take care to limit any such designation to specific material
8 that qualifies under the appropriate standards. The Designating Party must
9 designate for protection only those parts of material, documents, items or oral or
10 written communications that qualify so that other portions of the materials,
11 documents, items or communications for which protection is not warranted are not
12 swept unjustifiably within the ambit of this Order.

13 Mass, indiscriminate, or routinized designations are prohibited. Designations
14 that are shown to be clearly unjustified or that have been made for an improper
15 purpose (e.g., to unnecessarily encumber the case development process or to impose
16 unnecessary expenses and burdens on other parties) may expose the Designating
17 Party to sanctions.

18 If it comes to a Designating Party's attention that information or items that it
19 designated for protection do not qualify for protection, that Designating Party must
20 promptly notify all other Parties that it is withdrawing the inapplicable designation.

21 5.2 Manner and Timing of Designations Except as otherwise provided in this
22 Order, (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
23 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
24 under this Order must be clearly so designated before the material is disclosed or
25 produced.

1 Designation in conformity with this Order requires:

2 (a) For information in documentary form (e.g., paper or electronic
3 documents, but excluding transcripts of depositions or other pretrial or trial
4 proceedings), that the Producing Party affix at a minimum, the legend
5 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
6 ONLY” (hereinafter “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
7 ATTORNEYS’ EYES ONLY” legends), to each page that contains protected
8 material. If only a portion or portions of the material on a page qualifies for
9 protection, the Producing Party also must clearly identify the protected portion(s)
10 (e.g., by making appropriate markings in the margins).

11 A Party or Non-Party that makes original documents available for
12 inspection need not designate them for protection until after the inspecting Party has
13 indicated which documents it would like copied and produced. During the
14 inspection and before the designation, all of the material made available for
15 inspection shall be deemed “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
16 ATTORNEYS’ EYES ONLY”. After the inspecting Party has identified the
17 documents it wants copied and produced, the Producing Party must determine which
18 documents or portions thereof, qualify for protection under this Order. Then, before
19 producing the specified documents, the Producing Party must affix the
20 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
21 ONLY” legend to each page that contains Protected Material. If only a portion or
22 portions of the material on a page qualifies for protection, the Producing Party also
23 must clearly identify the protected portion(s) (e.g., by making appropriate markings
24 in the margins).

25 (b) for testimony given in depositions that the Designating Party identifies
26 the Disclosure or Discovery Material on the record, before the close of the
27 deposition.
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1 (c) for information produced in some form other than documentary and for
2 any other tangible items, that the Producing Party affix in a prominent place on the
3 exterior of the container or containers in which the information is stored the legend
4 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
5 ONLY.” If only a portion or portions of the information warrants protection, the
6 Producing Party, to the extent practicable, shall identify the protected portion(s).

7 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
8 failure to designate qualified information or items does not, standing alone, waive
9 the Designating Party’s right to secure protection under this Order for such material.
10 Upon timely correction of a designation, the Receiving Party must make reasonable
11 efforts to assure that the material is treated in accordance with the provisions of this
12 Order.

13 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

14 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
15 designation of confidentiality at any time that is consistent with the Court’s
16 Scheduling Order.

17 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
18 resolution process under Local Rule 37.1 et seq. Any discovery motion must strictly
19 comply with the procedures set forth in Local Rules 37-1, 37-2 and 37-3.

20 6.3 Burden. The burden of persuasion in any such challenge proceeding
21 shall be on the Designating Party. Frivolous challenges and those made for an
22 improper purpose (e.g., to harass or impose unnecessary expenses and burdens on
23 other parties) may expose the Challenging Party to sanctions. Unless the
24 Designating Party has waived or withdrawn the confidentiality designation, all
25 parties shall continue to afford the material in question the level of protection to
26 which it is entitled under the Producing Party’s designation until the Court rules on
27 the challenge.
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1 7. ACCESS TO AND USE OF PROTECTED MATERIAL

2 7.1 Basic Principles. A Receiving Party may use Protected Material that is
3 disclosed or produced by another Party or by a Non-Party in connection with this
4 Action only for prosecuting, defending or attempting to settle this Action. Such
5 Protected Material may be disclosed only to the categories of persons and under the
6 conditions described in this Order. When the Action has been terminated, a
7 Receiving Party must comply with the provisions of section 13 below.

8 Protected Material must be stored and maintained by a Receiving Party at a
9 location and in a secure manner that ensures that access is limited to the persons
10 authorized under this Order.

11 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
12 otherwise ordered by the Court or permitted in writing by the Designating Party, a
13 Receiving Party may disclose any information or item designated
14 “CONFIDENTIAL” only to:

15 (a) the Receiving Party’s Outside Counsel of Record in this Action, as
16 well as employees of said Outside Counsel of Record to whom it is reasonably
17 necessary to disclose the information for this Action;

18 (b) the officers, directors and employees (including In-House Counsel) of
19 the Receiving Party to whom disclosure is reasonably necessary for this Action;

20 (c) Experts (as defined in this Order) of the Receiving Party to whom
21 disclosure is reasonably necessary for this Action and who have signed the
22 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

23 (d) the Court and its personnel;

24 (e) Court reporters and their staff;

25 (f) professional jury or trial consultants, mock jurors, and Professional
26 Vendors to whom disclosure is reasonably necessary for this Action and who have
27 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);
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1 (g) the author or recipient of a document containing the information or a
2 custodian or other person who otherwise possessed or knew the information;

3 (h) during their depositions, witnesses and attorneys for witnesses, in the
4 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
5 requests that the witness sign the form attached as Exhibit A hereto; (2) they will not
6 be permitted to keep any confidential information unless they sign the
7 “Acknowledgement and Agreement to Be Bound” (Exhibit A), unless otherwise
8 agreed by the Designating Party or ordered by the Court. Pages of transcribed
9 deposition testimony or exhibits to depositions that reveal Protected Material may
10 be separately bound by the court reporter and may not be disclosed to anyone except
11 as permitted under this Stipulated Protective Order; and

12 (i) any mediator or settlement officer, and their supporting personnel,
13 mutually agreed upon by any of the parties engaged in settlement discussions.

14 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
15 ONLY” Information or Items.

16 Unless otherwise ordered by the court or permitted in writing by the
17 Designating Party, the Outside Counsel of Record for the Receiving Party may
18 disclose any information or documents designated “HIGHLY CONFIDENTIAL –
19 ATTORNEYS’ EYES ONLY” to all parties listed in Paragraph 7.2 above except
20 that the Outside Counsel of Record for Receiving Party shall not disclose any
21 information or item designated as “HIGHLY CONFIDENTIAL – ATTORNEYS’
22 EYES ONLY” to the individuals, officers, directors, and/or employees of the
23 Receiving Party, as described in Paragraph 7.2 (b).

1 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED
2 PRODUCED IN OTHER LITIGATION

3 If a party is served with a subpoena or a court order issued in other litigation
4 that compels disclosure of any information or items designated in this Action as
5 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
6 ONLY” that Party must:

7 (a) Promptly notify in writing the Designating Party. Such notification
8 shall include a copy of the subpoena or court order;

9 (b) Promptly notify in writing the party who caused the subpoena or order
10 to issue in the other litigation that some or all of the material covered by the
11 subpoena or order is subject to this Protective Order. Such notification shall include
12 a copy of this Stipulated Protective Order; and

13 (c) Cooperate with respect to all reasonable procedures sought to be
14 pursued by the Designating Party whose Protected Material may be affected.

15 If the Designating Party timely seeks a protective order, the Party served with
16 the subpoena or court order shall not produce any information designated in this
17 action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
18 EYES ONLY” before a determination by the court from which the subpoena or
19 order issued, unless the Party has obtained the Designating Party’s permission. The
20 Designating Party shall bear the burden and expense of seeking protection in that
21 court of its confidential material and nothing in these provisions should be construed
22 as authorizing or encouraging a Receiving Party in this action to disobey a lawful
23 directive from another court.
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1 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
2 PRODUCED IN THIS LITIGATION

3 (a) The terms of this Order are applicable to information produced by a
4 Non-Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY
5 CONFIDENTIAL – ATTORNEYS’ EYES ONLY”. Such information produced by
6 Non-Parties in connection with this litigation is protected by the remedies and relief
7 provided by this Order. Nothing in these provisions should be construed as
8 prohibiting a Non-Party from seeking additional protections.

9 (b) In the event that a Party is required, by a valid discovery request, to
10 produce a Non-Party’s confidential information in its possession, and the Party is
11 subject to an agreement with the Non-Party not to produce the Non-Party’s
12 confidential information, then the Party shall:

13 (1) Promptly notify in writing the Requesting Party and the Non-Party
14 that some or all of the information requested is subject to a
15 confidentiality agreement with a Non-Party;

16 (2) Promptly provide the Non-Party with a copy of the Stipulated
17 Protective Order in this Action, the relevant discovery request(s),
18 and a reasonably specific description of the information requested;
19 and

20 (3) Make the information requested available for inspection by the
21 Non-Party, if requested.

22 (c) If the Non-Party fails to seek a protective order from this Court within
23 14 days of receiving the notice and accompanying information, the Receiving Party
24 may produce the Non-Party’s confidential information responsive to the discovery
25 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
26 not produce any information in its possession or control that is subject to the
27 confidentiality agreement with the Non-Party before a determination by the Court.
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1 Absent a court order to the contrary, the Non-Party shall bear the burden and
2 expense of seeking protection in this Court of its Protected Material.

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4 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

5 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
6 Protected Material to any person or in any circumstance not authorized under this
7 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
8 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
9 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or
10 persons to whom unauthorized disclosures were made of all the terms of this Order,
11 and (d) request such person or persons to execute the “Acknowledgement and
12 Agreement to Be Bound” that is attached hereto as Exhibit A.

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14 11. INADVERTENT PRODUCTION OF PRIVILEGED OR
15 OTHERWISE PROTECTED MATERIAL

16 When a Producing Party gives notice to Receiving Party that certain
17 inadvertently produced material is subject to a claim of privilege or other protection,
18 the obligations of the Receiving Party are those set forth in Federal Rule of Civil
19 Procedure 26(b)(5)(B). This provision is not intended to modify whatever
20 procedure may be established in an e-discovery order that provides for production
21 without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and
22 (e), insofar as the parties reach an agreement on the effect of disclosure of a
23 communication or information covered by the attorney-client privilege or work
24 product protection, the parties may incorporate their agreement in the stipulated
25 protective order submitted to the Court.

1 12. MISCELLANEOUS

2 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
3 person to seek its modification by the Court in the future.

4 12.2 Right to Assert Other Objections. By stipulating to the entry of this
5 Protective Order, no Party waives any right it otherwise would have to object to
6 disclosing or producing any information or item on any ground not addressed in this
7 Stipulated Protective Order. Similarly, no Party waives any right to object on any
8 ground to use in evidence of any of the material covered by this Protective Order.

9 12.3 Filing Protected Material. A Party that seeks to file under seal any
10 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
11 only be filed under seal pursuant to a court order authorizing the sealing of the
12 specific Protected Material at issue. If a Party's request to file Protected Material
13 under seal is denied by the Court, then the Receiving Party may file the information
14 in the public record unless otherwise instructed by the Court.

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16 13. FINAL DISPOSITION

17 After the final disposition of this Action, within 60 days of a written request
18 by the Designating Party, each Receiving Party must return all Protected Material to
19 the Producing Party or destroy such material. As used in this subdivision, "all
20 Protected Material" includes all copies, abstracts, compilations, summaries and any
21 other format reproducing or capturing any of the Protected Material. Whether the
22 Protected Material is returned or destroyed, the Receiving Party must submit a
23 written certification to the Producing Party (and, if not the same person or entity, to
24 the Designating Party) by the 60 day deadline that (1) identifies (by category, where
25 appropriate) all the Protected Material that was returned or destroyed and (2) affirms
26 that the Receiving Party has not retained any copies, abstracts, compilations,
27 summaries or any other format reproducing or capturing any of the Protected
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1 Material. Notwithstanding this provision, counsel are entitled to retain an archival
2 copy of all pleadings, motion papers, trial, deposition and hearing transcripts, legal
3 memoranda, correspondence, deposition and trial exhibits, expert reports, attorney
4 work product, and consultant and expert work product, even if such materials
5 contain Protected Material. Any such archival copies that contain or constitute
6 Protected Material remain subject to this Protective Order as set forth in Section 4.

7 14. VIOLATION OF PROTECTIVE ORDER

8 Any violation of this Order may be punished by any and all appropriate
9 measures including, without limitation, contempt proceedings and/or monetary
10 sanctions.

11
12 DATED: June 29, 2018

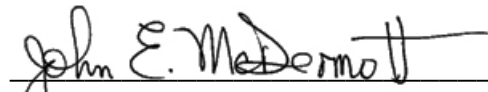

13 HONORABLE JOHN E. MCDERMOTT
14 United States Magistrate Judge
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EXHIBIT A
ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____, of _____, declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on June ____, 2018 in the case Bravado International Group Merchandising Services, Inc. v. MLTD, Inc. et al, Civil Action No. 2-17-CV-04058-TJH-JEM. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or items that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint _____ of _____ as my California agent of service for process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed Name: _____

Signature: _____